

DARREN T. BRENNER, ESQ.
Nevada Bar No. 8386
NATALIE L. WINSLOW, ESQ.
Nevada Bar No. 12125
JAMIE K. COMBS, ESQ.
Nevada Bar No. 13088
AKERMAN LLP
1635 Village Center Circle, Suite 200
Las Vegas, NV 89134
Telephone: (702) 634-5000
Facsimile: (702) 380-8572
Email: darren.brenner@akerman.com
Email: natalie.winslow@akerman.com
Email: jamie.combs@akerman.com

Attorneys for Bayview Loan Servicing, LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

BAYVIEW LOAN SERVICING, LLC,

Plaintiff,

vs.

MARTHA C. TREJO, AIRMOTIVE
INVESTMENTS, LLC, DOE INDIVIDUALS I-
X, inclusive, and ROE CORPORATIONS I-X,
inclusive,

Defendants.

Case No.: 2:17-cv-01016-MMD-NJK

**ORDER GRANTING APPLICATION
FOR ENTRY OF DEFAULT JUDGMENT
AGAINST MARTHA C. TREJO**

Plaintiff Bayview Loan Servicing, LLC submits the following proposed order, pursuant to the court's order dated February 26, 2019, ECF No. 43.

1. This action concerns the real property located at 6039 Sun Appello Ave., Las Vegas, Nevada 89122.

2. Martha C. Trejo acquired an interest in the property in September of 2007, by obtaining a loan \$242,889 loan from The Mortgage Depot, evidenced by a note signed by Ms. Trejo and secured by a deed of trust recorded against the property on September 26, 2007 as instrument number 3693.

3. Through a series of assignments recorded against the property, Bayview is now the beneficiary of the deed of trust and holder of the note, endorsed in blank.

1 4. Trejo is required, under her loan documents, to pay the principal and interest on the
2 loan, as evidenced by the note. Her failure to do so constitutes a default and breach of the terms of
3 the loan contract.

4 5. Trejo failed to make the March 1, 2009 payment on the note and all subsequent
5 payments due, resulting in default under the terms of the note and deed of trust.

6 6. The unpaid principal balance, together with interest as allowed at the note rate from
7 default date to November 30, 2018 is \$395,955.97.

8 7. Trejo has failed to cure her default under the loan.

9 8. Bayview is entitled to enforce the note because it is the holder of the blank endorsed
10 note. NRS 104.3301; *Leyva v. Nat'l Default Servicing Corp.*, 255 P.3d 1275, 1280-81 (2011)
11 (recognizing that a note holder is entitled to enforce the note); James J. White & Robert S. Summers,
12 Uniform Commercial Code § 16.4.b (5th ed. 2008) ("[M]erely by producing a properly indorsed or
13 issued instrument the plaintiff proves he is entitled to enforce it as a holder.").

14 9. Bayview's ability to recover under the deed of trust has been prevented by the Trejo's
15 failure to pay her HOA dues, resulting in an HOA foreclosure sale which Airmotive contended
16 extinguished the deed of trust. Accordingly, Bayview is entitled to recover on the amounts owed by
17 Trejo under the terms of the note.

18 10. Bayview is also entitled to attorneys' fees and costs incurred in prosecuting this
19 matter from Trejo pursuant to the explicit terms of the deed of trust.

20 11. Bayview has incurred and is entitled to recover \$17,080.00 in attorneys' fees in
21 pursuing this matter.

22 12. Bayview served Trejo with service of process of this lawsuit on April 27, 2017. Trejo
23 failed to answer or otherwise defend, and Bayview obtained a default from the Clerk of Court.

24 13. Accordingly, entry of judgment by default is appropriate.

25 IT IS THEREFORE HEREBY ORDERED that Bayview's application for default judgment
26 as to Trejo is GRANTED.

IT IS FURTHER ORDERED that Bayview recover \$412,973.97, from Defendant Martha C. Trejo, comprised of the unpaid balance of the loan of \$395,955.97, and \$17,018.00 in attorneys' fees. Post-judgment interest shall accrue at the rate of 6.25% per annum.

IT IS FURTHER ORDERED that all claims against all parties are now fully resolved in this action.



UNITED STATES DISTRICT COURT JUDGE

DATED: March 11, 2019

Respectfully Submitted by:

AKERMAN LLP

/s/ Jamie K. Combs

DARREN T. BRENNER, ESQ.

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